

## APPENDIX C

### THE CITY NETWORK

The Company will install the City Fiber and the Drop Cables for the City. Thereafter it shall maintain, by keeping in good repair, the City Fiber and the portions of the Drop Cables that are outside the Bronx County Courthouse, the Brooklyn Borough Hall and the Brooklyn Municipal Building for use by the City and City institutions for its and their telecommunications requirements and for the development of its and their future telecommunications uses. The Company will cooperate with the City in developing plans for use of the City Network. The Company shall be bound by the following specific provisions:

1. Description. The City Fiber shall initially consist of one-third of the maximum fiber count, but no less than 12 nor more than 24 single mode fiber strands throughout the Initial Backbone, the Brooklyn Backbone, the Queens Backbone and the Queens Backbone Extension (if the company installs it) which City Fibers shall be owned by and dedicated to the sole and exclusive use of the City. With respect to maintenance and repair, the City Fiber shall not include "Drop Cables," as defined in Paragraph 10 hereof, to specific City Buildings, as defined in Section 6.4.2 of this Agreement, that are served by the System. In the event the Company installs Additional Backbone in the Franchise Area, the Company shall dedicate to the exclusive use of the City throughout such Additional Backbone

one-third of the maximum fiber count, but no less than 12 nor more than 24 single mode fiber strands, at any point in such Additional Backbone. The City Fiber shall be capable, with City-provided electronics, of providing one-way, two-way, interactive, and machine-to-machine transfer of audio, video, voice and data Signals within the Franchise Area and to and from sources outside the Franchise Area, to the same extent as the System, through the interconnection of the City Fiber, as provided in Paragraph 9 hereof.

2. Construction and Maintenance. The Company shall construct, pursuant to Paragraph 1 hereof, and throughout the term of this Agreement, maintain, as described in Paragraph 8 hereof, the City Fiber.

3. Title. The City shall have the exclusive right, title and interest in and to the City Fiber and the Drop Cables supplied pursuant to Paragraph 1 and the City Fiber and the Drop Cables shall be used by the City for whatever purpose the City deems appropriate so long as it is not used for the sale of Services in competition with the Company's Systems or Services provided thereon.

4. Support. The Company shall be available at reasonable times to consult the Director to assist the City to fully utilize the City Network.

5. Fees and Charges. The Company shall charge no fee to the City for the construction and maintenance of the City Fiber.

6. Schedule. The Company shall commence installation of the City Fiber in the Midtown Backbone, Harlem Backbone, Bronx Backbone, Brooklyn Backbone, Queens Backbone, Queens Backbone Extension (if it is installed by the Company) and Additional Backbone at the same time as it commences installation of each such Backbone, pursuant to Section 2.4.3 of this Agreement. The Company shall notify the Director of such commencement of installation. The Company shall substantially complete construction of the portion of the City Fiber in the relevant Backbones, as the case may be, at the same time as it completes such Backbone. Upon substantial completion of the City Fiber in each such Backbone, the Company must provide the City with a written copy of the same acceptance criteria the Company's general contractor imposes on its subcontractors; which document upon receipt by the City shall constitute notice that the City Fiber in that Backbone has been substantially completed pursuant to the terms and specifications set forth in this Agreement. If the City does not receive such notice, the City Fiber in the relevant Backbone shall be deemed to be incomplete. If the Company fails to substantially complete installation of the City Fiber in the relevant Backbone, at the same time it completes such Backbone, the City may pursue liquidated damages pursuant to

Section 12.3(a)(iii) of the Agreement for each day or part thereof that such delay continues, and any other remedies, as provided in Sections 12.4.4 and 12.4.5 of the Agreement.

7. Testing Requirements. Upon substantial completion of construction of the City Fiber in the relevant Backbone, the Company shall test the City Fiber to determine that it meets manufacturer's performance standards. The Company shall submit test data to the City. Such data shall include a certificate of the testers and copies of all significant test data sheets. The Company shall also verify that the City Fiber has the same quality as the Fiber in the System, and that it meets manufacturer performance standards. Acceptance of the City Fiber in the relevant Backbone by the City shall be deemed to have occurred upon the occurrence of the foregoing.

8. Maintenance and Repair. The Company shall be responsible for maintaining the City Fiber in the manner described below. If there is degradation of the Fiber, the Company will pursue manufacturer's warranty claims. If the City Fiber is severed, the Company will repair the City Fiber and System at the same time. In the event of damage to Empire City Subway (Ltd.) ("ECS") conduit or the owner of any conduit in which the City Fiber is situated, the Company will work with ECS or such other conduit owner, representing the City's interests as well as the Company's to move the City Fiber and/or effect

repairs. Although the City will have title to the City Fiber, the City agrees not to take any action with respect to the City Fiber which will adversely affect the System.

9. Interconnection. If the City interconnects its System to other communications systems in the City, the Company shall cooperate with the City in the City's efforts to interconnect the City Fiber to such other communications systems. If the Company interconnects its System to systems outside of the City, the Company shall cooperate with the City in the City's efforts to interconnect the City Fiber to such systems outside the City. Further, the Company shall interconnect, or cooperate in interconnecting, the City Fiber to other communications systems or networks as required by the Director. The City shall pay the Company for all services, including splicing required under this subsection at the Company's actual out-of-pocket costs for labor and materials plus eight (8%) percent for general and administrative expenses.

10. Drop Cables. The Company shall install a Drop Cable into the Bronx County Courthouse, as set forth in Section 2.4.3(c)(ii) of this Agreement, a Drop Cable in the Brooklyn Borough Hall and a Drop Cable in the Brooklyn Municipal Building, as set forth in Section 2.4.3(d)(ii). The City shall cooperate with the Company in arranging for building entry, and if building entry cannot be obtained, the Company shall not be obligated to

make such Drop Cable installation.

APPENDIX D

OWNERSHIP AND CONTROL OF  
METROPOLITAN FIBER SYSTEMS  
OF NEW YORK, INC. AS OF  
THE CLOSING DATE AND  
APPROVED MORTGAGES, PLEDGES AND LEASES

All of the voting common stock of Metropolitan Fiber Systems of New York, Inc. (the "Company") is owned by Metropolitan Fiber Systems, Inc. ("MFS"), a Delaware corporation, whose principal corporate offices are located at One Tower Lane, Suite 1600, Oakbrook Terrace, IL 60181.

MFS voting common stock is owned as follows: Kiewit Communications Company, Inc., a Delaware corporation, whose principal corporate offices are located at 1100 Kiewit Plaza, Omaha, NE 68131, owns 80%, and Arthur, Brantman, Howard Gimbel, David Husman and Anthony Pompliano each own 5%.

Kiewit Communications Company, Inc. is a wholly-owned subsidiary of Kiewit Construction Group Inc., a Delaware corporation, whose principal corporate offices are located at 1000 Kiewit Plaza, Omaha, NE 68131.

Kiewit Construction Group Inc. is a wholly-owned subsidiary of Kiewit U.S. Co., a Delaware corporation, whose principal corporate offices are located at 1000 Kiewit Plaza, Omaha, NE 68131.

Kiewit U.S. Co. is a wholly-owned subsidiary of Peter Kiewit Sons', Inc., a Delaware corporation, whose principal corporate offices are located at 1000 Kiewit Plaza, Omaha, NE 68131.

Voting common stock of Peter Kiewit Sons', Inc. is owned by over 900 employees.

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A true copy of resolution adopted by the Board of Estimate June 21, 1990.

Secretary

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The foregoing resolution is hereby approved.

Dated: New York, N.Y., 1990.

I hereby certify that the foregoing is a true copy of the original approved resolution on file in the office of the Bureau of Franchises.

Secretary





ORDINANCE NO. 450.4

AN ORDINANCE GRANTING A FRANCHISE TO JACOR CABLE, INC. TO OWN AND OPERATE AND MAINTAIN A CABLE COMMUNICATION SYSTEM IN UNINCORPORATED AREAS OF BOONE COUNTY, KENTUCKY, AND MERGING JACOR'S EXISTING FRANCHISE PURSUANT TO ORDINANCE NO. 450.3 INTO THIS FRANCHISE, AND SETTING FORTH THE ACCOMPANYING CONDITIONS, AND PROVIDING FOR THE REGULATION AND USE OF THE SYSTEM.

WHEREAS, on January 17, 1980, the County of Boone, Kentucky ("Boone County") and the County of Kenton, Kentucky ("Kenton County") jointly issued a franchise to Storer Cable Communications, Inc. of Northern Kentucky (hereinafter "Storer" or "the franchisee under Ordinance 450.1") to provide cable service within the incorporated and unincorporated areas of Boone and Kenton Counties; and

WHEREAS, the Ordinances granting the Storer franchise further created the Kenton-Boone CATV Board ("CATV Board", "Cable Board" or "Board") to be the sole regulatory and administrative authority with respect to the Storer franchise; and

WHEREAS, on July 2, 1985 Boone County, in Ordinance 450.3, granted a cable television franchise to Telesat Communications of Kentucky, Inc. ("Telesat") to serve all areas of Boone County which Storer was not serving as of March 31, 1985, and on June 20, 1989, Boone County approved the transfer of control of the entity holding the franchise to Jacor Cable, Inc. ("Company"); and

WHEREAS, on March 8, 1989 and again on May 26, 1989, Boone County issued a Request for Proposals ("RFP") for a cable television franchise to provide cable service within all of the unincorporated areas within Boone County; and

WHEREAS, on June 20, 1989, Company applied to Boone County for a second franchise to provide cable television service within all the unincorporated areas of Boone County; and

WHEREAS, on September 5, 1989, the Cable Board individually and on behalf of Kenton County and seven municipalities filed a Complaint for Declaratory and Injunctive Relief in the Boone Circuit Court, Burlington, Kentucky, naming Boone County, Storer and Telesat Cable T.V., Inc. as Defendants and seeking a declaration of the legal rights and responsibilities of Boone County, the Cable Board, and of Storer under the Storer franchise and with respect to the proposed Jacor franchise; and

WHEREAS, Company has been substituted as the party defendant to the litigation in place of Telesat Cable T.V., Inc.; and

WHEREAS, in cross-claims and counterclaims filed in the litigation, Company challenged the relief sought by the Plaintiffs and has raised alternative claims for relief; and

WHEREAS, on November 1, 1989, the CATV Board, Boone County and Company entered into a Settlement Agreement ("Settlement Agreement" or "Agreement") under which they agreed that Boone County may, in its sole discretion, proceed to grant a second franchise to Company under its lawful authority, pursuant to the May 26, 1989 Request for Proposals, for the entire unincorporated

area of Boone County, pursuant to terms in its bid proposal, as modified by the terms of the Settlement Agreement; and that the pre-existing Jacor franchise should be merged into the new franchise pursuant to the terms of the Settlement Agreement; and

WHEREAS, the County of Boone has, following reasonable notice, conducted a full public hearing affording all persons reasonable opportunity to be heard on Company's June 20, 1989 application and has evaluated the technical, financial, legal, and character qualifications of Company to provide cable television service, pursuant to that June 20, 1989 proposal, within the unincorporated areas of Boone County; and

WHEREAS, the County of Boone, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification, and character of Company; and

WHEREAS, the County of Boone has also considered and analyzed the plans of Company for the construction and operation of the cable communication system and found the same, as modified by the terms of the Settlement Agreement, to be adequate and feasible in view of the needs and requirements of the citizens of the County of Boone;

NOW THEREFORE, be it ordained by the County of Boone, Commonwealth of Kentucky, that there is hereby created, granted, and established a nonexclusive franchise for a period of fifteen (15) years for the installation, operation and maintenance of a

cable communications system within unincorporated County of Boone to Jacor Cable, Inc.

Provided, however, that the said franchise shall be subject to the following terms and performance conditions:

**ARTICLE I. GRANT OF FRANCHISE AND GENERAL PROVISIONS.**

Section 1. Title of Ordinance

This Ordinance shall be known as the "Jacor Cable Television Franchise for the Unincorporated Areas of Boone County" (hereinafter "Franchise") and shall become a part of the ordinances of Boone County.

Section 2. Definitions

For the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(a) "Basic Service" shall mean all subscriber services provided by the Company in one or more service tiers, including the delivery of broadcast signals, access channels and origination channels, covered by the regular monthly charge paid by all

subscribers to a particular service tier, excluding optional services for which a separate charge is made.

(b) "Cable Communications System" or "CATV System," shall mean a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed for the purpose of producing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronic or electrical signals, located in the County. Said definition shall not include any such facility that serves or will serve only subscribers in one or more multiple unit dwellings under common ownership, control or management, which does not use County's and cities' rights-of-way.

(c) "CATV Board" or "Cable Board" or "Board" shall mean the County cable television regulatory authority established in Ordinance 450.1 of the Boone County ordinances and described in Article III, Section 5 of Ordinance 450.1, as modified by the terms of the Settlement Agreement providing for the addition of two members from unincorporated Boone County.

(d) "Class IV Channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the cable communications system.

(e) "Company" is Jacor Cable, Inc. ("Company"), its subsidiary, successor, transferee or assignee under this ordinance awarding a franchise.

(f) "Converter" means an electronic device, which converts

signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view all signals delivered at designated converter dial locations.

(g) "County" is Boone County in the Commonwealth of Kentucky.

(h) "FCC" shall mean the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

(i) "Gross Revenues" shall mean all revenue derived directly or indirectly by the Company, its affiliates, subsidiaries, parent, and any person in which the Company has a financial interest, from providing cable television services within the County, including, but not limited to, basic subscriber service monthly fees, pay cable fees, installation and re-connection fees, leased channel fees, converter rentals, studio rental, production equipment and personnel fees, and advertising revenues; provided, however, that this shall not include any taxes on services furnished by the Company imposed directly upon any subscriber or user by the commonwealth, local or other governmental unit and collected by the Company on behalf of said governmental unit.

(j) "Initial Service Area" means every dwelling unit in that part of the unincorporated area of Boone County, as said area exists on the date of this Ordinance, which is either currently served by the franchisee under Ordinance 450.1 or is set forth in Form H of the Company's franchise proposal dated June 20, 1989 and incorporated herein by reference.

(k) "Installation" shall mean the connection of the system from feeder cable to subscribers' terminals.

(l) "Monitoring" means observing a communications signal, or the absence of a signal, where the observer is neither the subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever. Provided, monitoring shall not include system-wide, non-individually addressed sweeps of the system for purposes of verifying system integrity, controlling return path transmissions, or billing for pay services.

(m) "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley-court, boulevard parkway, drive or easement now or hereafter held by the County, Commonwealth, and cities for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter held by the County, Commonwealth, and cities.

(n) "Subscriber" means a recipient of cable television service.

(o) "User" means a party utilizing a cable television system channel for purposes of production or transmission of material to subscribers, as contrasted with receipt thereof in a subscriber capacity.

### Section 3. Rights and Privileges of Company

The franchise granted by the County pursuant to this ordinance



shall grant to the Company the right and privilege to erect, construct, operate and maintain in, upon, along, across, above, over and under the streets any poles, wires, cable, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation of a CATV system for the interception, sale, transmission and distribution of television programs and other audio-visual electrical signals and the right to transmit the same to the inhabitants of the County on the terms and conditions hereinafter set forth.

Section 4. Agreement and Incorporation of Application by Reference

Upon adoption of this franchise ordinance and execution hereof by Company, Company agrees to be bound by all terms and conditions contained herein.

Company also agrees to provide all services specifically set forth in its applications to provide cable television service, as modified by the Settlement Agreement, within Boone County and by its acceptance of the franchise, the Company specifically grants and agrees that its application, as modified, is thereby incorporated by reference and made a part of the franchise and this Ordinance. In the event of a conflict between Company's proposal as modified and the provisions of this Ordinance, that provision which provides the greatest benefit to the County, in the opinion of the CATV Board, shall prevail.

Upon the effective date of this Ordinance, the pre-existing

Jacor franchise under Ordinance 450.3 will be merged into this franchise and will cease to have any future force or effect; provided, however, that all subscriber and institutional cable in place in Boone County as of the effective date of this ordinance will be required to meet only the engineering specifications contained in Ordinance 450.3.

Section 5. Franchise Territory

The franchise is for the present unincorporated areas of Boone County, Kentucky, as existing on the date of this Ordinance, and for any areas added thereto during the term of the franchise.

Section 6. Duration and Acceptance of Franchise

The franchise awarded and the rights, privileges and authority hereby granted shall take effect immediately from and after its final passage and execution by Boone County and Company, and shall continue in force and effect for a term of fifteen (15) years, provided that within fifteen (15) days after the date of final passage of this Ordinance, Company shall file with the President of the CATV Board its unconditional acceptance of the franchise and promise to comply with and abide by all its provisions, terms, and conditions. Such acceptance and promises shall be in writing duly executed and sworn to by, or on behalf of, the Company before a notary public or other officer authorized by law to administer oaths.

Section 7.      Use of Company Facilities

The County shall have the right, during the life of this franchise, to install and maintain free of charge upon the poles of the Company any wire and pole fixtures that do not unreasonably interfere with the CATV operations of the Company.

Section 8.      Costs

Costs to be borne by Company shall include, but shall not be limited to, all costs of publications of notices prior to any public meeting provided for pursuant to this franchise, and any costs not covered by the application fees, incurred by the County in its study, preparation of proposal documents, evaluation of all applications, and examinations of applicants' qualifications.

Section 9.      Notices

All notices from Company to the County pursuant to this franchise shall be to the CATV Board. Company shall maintain with the County and the CATV Board, throughout the term of this franchise, an address for service of notices by mail. Company shall also maintain with the County, a local office in the franchise area, and a telephone number for the conduct of matters related to this franchise during normal business hours.

Section 10.     Letter of Credit

(a) Within ten (10) days of the effective date of this Ordinance, Company shall deposit with the CATV Board a letter of

credit from a financial institution in the amount of \$30,000.00 (Thirty-thousand dollars). The form and content of such letter of credit shall be approved by the County Attorney. The letter of credit shall be used to insure the faithful performance by Company of all provisions of this franchise; and compliance with all orders, permits, and directions of any agency, commission, board, department, division or office of the County having jurisdiction over its acts or defaults under this franchise, and the payment by the Company of any claims, liens and taxes due the County which arise by reason of the construction, operation or maintenance of the system.

(b) The letter of credit shall be maintained at thirty-thousand dollars (\$30,000) during the entire term of this franchise, even if amounts have to be withdrawn pursuant to any subdivision of this Section.

(c) If the Company fails to pay to the Board any compensation within the time fixed herein; or fails after ten (10) days notice to pay to the Board any taxes due and unpaid; or fails to repay the Board within ten (10) days, any damages, costs or expenses which the Board is compelled to pay by reason of any act or default of Company in connection with this franchise; or fails, after three (3) days' notice of such failure by the Company to comply with any provision of this franchise which the Board reasonably determines can be remedied by demand on the letter of credit, the Board may immediately request payment of the amount thereof, with interest and any penalties from the letter of credit. Upon such request for

payment, the Board shall notify Company of the amount demanded under the letter of credit and the date thereof.

(d) The rights reserved to the CATV Board with respect to the letter of credit are in addition to all other rights of the CATV Board, whether reserved by this franchise or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights the CATV Board may have.

(e) The letter of credit shall contain the following endorsement:

"It is hereby understood and agreed that this letter of credit may not be cancelled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the CATV Board, by registered mail, a written notice of such intention to cancel or not to renew."

#### Section 12.      Performance Bond

(a) Within thirty (30) days of the effective date of this Ordinance, Company shall provide a construction bond in the amount of thirty three percent (33%) of the total cost of construction of the initial service area. As construction of the initial service area is completed, the amount of the bond may be reduced in accordance with the reasonable judgment of the CATV Board.

(b) After completion of construction and acceptance by the CATV Board, which should not be unreasonably withheld, the construction bond will be released. Company will then provide a performance bond in an amount equal to the bond provided by the

franchisee under Ordinance 450.1, adjusted according the following formula. Using the total cable television subscriber count for Boone and Kenton Counties as the denominator and Company's total Boone County subscriber count as the numerator, multiply the resulting fraction by the amount of the then existing performance bond as required by law of the franchisee under Ordinance 450.1.

(c) In the event the Company fails to comply with any law, ordinance or regulation governing the franchise, or fails to well and truly observe, fulfill and perform each term and condition of the franchise, including the Company's proposal which is incorporated herein by reference, there shall be recoverable, jointly and severally, from the principal and surety of the bond, any damages or loss suffered by the County as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Company, plus a reasonable allowance for attorney's fees, including the Board's legal staff, and costs, up to the full amount of the bond. This section shall be an additional remedy for any and all violations outlined elsewhere in this franchise.

(d) The CATV Board may, upon completion of construction of the service area as approved by the Board, waive or reduce the requirement of the Company to maintain said bond. However, the Board may require a performance bond to be posted by the Company for any construction subsequent to the completion of the initial service areas, in a reasonable amount and upon such terms as determined by the Board.

(e) The bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be cancelled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Board, by registered mail, a written notice of such intent to cancel or not to renew."

Section 13. Liability and Insurance

(a) The Company shall maintain and by its acceptance of the franchise specifically agrees that it will maintain throughout the term of the franchise, liability insurance insuring the County, Board, and the Company in the minimum amount of:

- (1) \$300,000 for property damage to any one person;
- (2) \$500,000 for property damage in any one accident;
- (3) \$500,000 for personal bodily injury to any one person; and
- (4) \$1,000,000 for personal bodily injury in any one accident.

Said figures may be increased by the Board to compensate for inflation.

(b) The insurance policy obtained by the Company in compliance with this section must be approved by the county attorney and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the CATV Board during the term of the franchise, and may be changed from time to time to reflect changing liability limits. The Company shall immediately advise the Board of any litigation that

may develop that would affect this insurance.

(c) Neither the provisions of this section nor any damages recovered by the County thereunder, shall be construed to or limit the liability of the Company under the franchise issued hereunder or for damages.

(d) All insurance policies maintained pursuant to this franchise shall contain the following endorsement:

"It is hereby understood and agreed that this insurance policy may not be cancelled by the surety nor the intention not to renew be stated by the surety until thirty (30) days after receipt by the Board, by registered mail, a written notice of such intention to cancel or not to renew."

#### Section 14. Indemnification

(a) Company shall, at its sole cost and expense, fully indemnify, defend and hold harmless the County, CATV Board, its officers, boards, commissions, and employees against any and all claims, suits, actions, liability and judgments for damages, including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the CATV Board in connection therewith:

(1) To persons or property, in any way arising out of or through the acts or omissions of Company, its servants, agents or employees, or to which Company's negligence shall in any way contribute;

(2) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation, or



the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to programming by Boone County or claims arising out of or relating to the company's application for and award of this franchise); and

(3) Arising out of Company's failure to comply with the provisions of any federal, state, or local statute, ordinance or regulation applicable to Company with respect to any aspect of its cable television business to which this franchise applies.

(b) The foregoing indemnity is conditioned upon the following: the County shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing herein shall be deemed to prevent Boone County from cooperating with Company and participating in the defense of any litigation by its own counsel at its sole cost and expense. No recovery by Boone County of any sum from the Letter of Credit shall be any limitation upon the liability of Company to the County under the terms of this section, except that any sum so received by the County shall be deducted from any recovery which the County might have against Company under the terms of this section.

#### Section 15. Rights of Individuals

(a) Company shall not deny service, access, or otherwise discriminate against any subscriber channel user, or citizen on the basis of race, color, religion, national origin, age, or sex.